

MAYOR AND COUNCIL MEETING MONDAY, NOVEMBER 6, 2017 6:00 P.M. DALTON CITY HALL

AGENDA

WORK SESSION - 5:15 P.M. - COUNCIL CHAMBER

- 1. Discussion of Issuing Bonds through the Dalton Building Authority for new Fire Station Lynn Laughter, Chairman, Whitfield County BOC
- 2. Executive Session Real Estate
- 3. Review of Agenda

REGULAR MEETING - 6:00 P.M. - COUNCIL CHAMBER

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Approval of Agenda
- 4. Public Commentary: (Please state Name and Address for the Record)
- 5. Minutes: Work Session and Regular Meeting Minutes of October 16, 2017
- 6. New Business:
 - A. Municipal Securities Post-Issuance Disclosure Policy
 - B. Georgia Department of Transportation Contract to Rehabilitate and Overlay Apron Phase I at Dalton Municipal Airport
 - C. <u>Public Works Traffic Control Recommendation:</u>
 No Parking This Side of Street Inner Loop of Red Hill Drive and Loma Lane in Red Hill Subdivision.
 - D. Contract with Peek Pavement Marking, LLC for 2017 Off-System Safety Program Pavement Markings and RPMs for Various City Streets
- 7. Supplemental Business
- 8. Adjournment

THE CITY OF DALTON MAYOR AND COUNCIL MINUTES WORK SESSION OCTOBER 16, 2017

The Mayor and Council held a Work Session this evening at 5:30 p.m. in the Council Chambers of City Hall. Present were Mayor Dennis Mock, Alderman Denise Wood, Aldermen Tyree Goodlett, Tate O'Gwin and Gary Crews and City Attorney James Bisson and several department heads.

The Mayor and Council reviewed and was briefed on each of the items on the agenda.

2018 Comprehensive Plan Presentation

Ethan Calhoun submitted a hand-out to the Mayor and Council regarding updating the 2018 Comprehensive Plan for Whitfield County, the City of Dalton, Cohutta, Tunnel Hill and Varnell. The hand-out outlines the Required Elements, the Optional Elements and The Process including several key dates. The Mayor and Council stated they will review the material.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the Work Session was Adjourned at 5:41 p.m.

	Bernadette Chattam City Clerk
Dennis Mock, Mayor	
Recorded Approved: Posted:	

THE CITY OF DALTON MAYOR AND COUNCIL MINUTES OCTOBER 16, 2017

The meeting of the Mayor and Council was held this evening at 6:00 p.m. in the Council Chambers of City Hall. Present were Mayor Dennis Mock, Aldermen Denise Wood, Tate O'Gwin, Tyree Goodlett, Gary Crews and City Attorney James Bisson.

PLEDGE OF ALLEGIANCE

Mayor Mock led the audience in the Pledge of Allegiance.

APPROVAL OF AGENDA

On the motion of Alderman Wood, second Alderman O'Gwin, the Mayor and Council approved the agenda and removed item B. Order Declaring a Public Nuisance for 2007 Tampico Way. The vote was unanimous in favor.

PUBLIC COMMENTARY

Whitfield County Commission Chair Lynn Laughter praised the Mayor and Council for allowing Municipal Court to use the Council Chambers for Court on Thursday and also stated that the building could be used by other entities as well.

MINUTES

The Mayor and Council were presented written copies of the Work Session and Regular Meeting Minutes of October 2, 2017 and Special Called Meeting of October 6, 2017. On the motion of Alderman Wood, second Alderman Goodlett, the minutes were approved as written and adopted.

STORMWATER FACILITY MAINTENANCE AGREEMENT BETWEEN CITY OF DALTON PARKS AND RECREATION AND WHITFIELD COUNTY FOR HAIG MILL LAKE PARK

The Mayor and Council reviewed the Stormwater Facility Maintenance Agreement between City of Dalton Parks and Recreation and Whitfield County for Haig Mill Lake Park for an on-site stormwater management facilities. On the motion of Alderman Wood, second Alderman O'Gwin, the agreement was approved. The vote was unanimous in favor.

REQUEST OF MUNICIPAL COURT TO MOVE THURSDAY COURT PROCEEDINGS TO CITY HALL BEGINNING JANUARY 2018

The Mayor and Council reviewed the request of Municipal Court to move Thursday Court Proceedings to City Hall beginning January 2018. On the motion of Alderman O'Gwin, second Alderman Wood, the Mayor and Council voted aye, Goodlett voted naye. The request passed.

ORDINANCE - FIRST READING:

ORDINANCE 17-08

The Mayor and Council held a first reading of Ordinance 17-08 to Establish Speed Zones Within The City In Accordance With O.C.G.A. §§40-6-181 through 40-6-183 and 40-14-1 through 40-14-17, as applicable; To Provide For An Effective Date; To Provide For The Repeal Of Conflicting Ordinances; To Provide For Severability; And For Other Purposes.

Mayor and Council Minutes Page 2 October 16, 2017	
ADJOURNMENT There being no further business to come before the M Adjourned at 6:05 p.m.	Mayor and Council, the meeting was
Dennis Mock, Mayor	Bernadette Chattam City Clerk
Recorded	

Approved:_____Posted:

Municipal Securities Post-Issuance Disclosure Policy

City of Dalton, Georgia

P. 0. Box 1205

300 West Waugh Street

Dalton, Georgia 30722

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Appendix A

Continuing Disclosure Agreements and Requirements

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CUSIPs

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Digital Assurance Certification ("DAC") Securities and Exchange Commission No Action Letter

A. Purpose

The City of Dalton and its Building Authority, Georgia (together, the "City") is committed to providing timely and consistent dissemination of financial information in accordance with Securities and Exchange Commission ("SEC") Rule 15c2-12 (the "Rule") and the City's continuing disclosure undertakings.

This policy affirms the City's commitment to fair post-issuance disclosure. The goal is to establish and maintain guidelines for presenting related financial reports and events to interested third parties, financial institutions and the general public in compliance with the Rule and the City's continuing disclosure undertakings.

B. Scope

This policy covers all City employees and officials of the City. It covers disclosure documents filed with the SEC, statements made in the City's Audited Financial Statements and in any unaudited interim reports, as well as public statements made by authorized City officials.

C. Responsibility of the Disclosure Working Group

The City has established a Disclosure Working Group ("DWG") consisting of the City's Administrator, the City's Chief Financial Officer, and Dalton Utilities Chief Financial Officer. In connection with each primary offering subject to the Rule, as well as annually in connection with its continuing disclosure filings required by the Rule, the DWG will systematically review filings, reports and other public statements to determine whether any updating or correcting of information is appropriate. The DWG will review and update, if necessary, this disclosure policy on an annual basis. Finally, the DWG will react to developments and events that affect the City and notify its dissemination agent or the SEC, when appropriate.

The City's primary spokesperson related to the City's financial information, debt and financings, and other financial reports and events is the City's Chief Financial Officer. Others within the City may, from time to time, be designated by the Chief Financial Officer as spokespersons on behalf of the City and respond to specific inquiries. It is essential that the DWG be fully apprised of all material developments of the City in order to evaluate, discuss those events and determine the appropriateness and timing for release.

The City or its designated agent will provide continuing disclosure documents and related information to the Municipal Securities Rulemaking Board's EMMA System http://dataport.emma.msrb. org. The continuing disclosure documents, which include annual financial statements, operating data of the City and event notices, will be posted' to the EMMA website by the City's Disclosure Dissemination Agent, Digital Assurance Certification, LLC ("DAC"), or its successor

D. Annual Reporting Date Requirements

Appendix A contains the Continuing Disclosure Agreements and the disclosure requirements for the debt issues outstanding as of May 28, 2015, which are subject to the Rule. The CUSIP numbers for each of these debt issues are attached as Appendix B. For a current list of the City's debt issues, including those which are not subject to the Rule, please refer to the City's long-term debt note found in its most current Audited Financial Statements.

E. Event Notice Requirements

 For any debt issues (subject to SEC Rule 15c2-12) issued on or after December 1, 2010, the following events would need to be provided to the City's Disclosure Dissemination Agent, for further filing with the MSRB, within ten (10) business days of their occurrence.

Unless otherwise specified, the City's Chief Financial Officer will be responsible for monitoring the occurrence of these events, determining (if necessary) their materiality, and notifying the Dissemination Agent of the occurrence of an event for further filing with the MSRB:

- Principal and interest payment delinquencies
- Non-payment related defaults, if material
- Unscheduled draws on debt service reserves reflecting financial difficulty
- Unscheduled draws on credit enhancements reflecting financial difficulty
- Substitution of credit or liquidity providers, or their failure to perform
- Adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, notices of Proposed Issue (IRS Form 5701 TEB) or other material notices of determination with respect to the tax status of the security or other material events affecting the tax status of the security
- Modifications to rights of security holders, if material
- Bond calls, if material, and tender offers
- Defeasances
- Release, substitution, or sale of property securing repayment of the securities, if material
- Rating changes
- Bankruptcy, insolvency, receivership or similar event of the City
- The consummation of a merger, consolidation, or acquisition involving an City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material
- Appointment of a successor or additional trustee or the change of name of a trustee, if material.
- For any debt issues (subject to SEC Rule 15c2-12) issued prior to December 1, 2010, the following
 events, if determined to be material, would need to be provided to the City's Disclosure
 Dissemination Agent, for further filing with the MSRB, "in a timely manner."
 - Principal and interest payment delinquencies
 - Non-payment related defaults
 - Unscheduled draws on debt service reserves reflecting financial difficulty
 - Unscheduled draws on credit enhancements reflecting financial difficulty
 - Substitution of credit or liquidity providers, or their failure to perform
 - Adverse tax opinions, or events affecting the tax-exempt status of the security
 - Modifications to rights of security holders
 - Bond calls

- Defeasances
- Release, substitution, or sale of property securing repayment of the securities
- Rating changes

In addition, the City's Chief Financial Officer will be responsible for providing notice, in a timely manner, of a failure to provide any of the City's required annual financial information by the date specified in the continuing disclosure undertaking.

F. Voluntary Disclosure Requirements

In addition to preparing annual reports and event notices, the City may wish to keep investors informed by providing information that is not required to be provided under the Rule (for example, direct placements with banks, i.e., "bank loans") or its continuing disclosure undertakings. Examples of such types of information are investments, interim financial information, capital improvement plans, fund balance policies, etc. and financial forecasts.

Because providing this information is voluntary, the City's Chief Financial Officer will monitor events which may impact the City, so that a determination can be made if the event should be disclosed.

The below list is comprised of events and financial disclosure which the MSRB has suggested issuers may wish to voluntarily disclose. Some of these are not applicable to the City's bonds, but the DWG may wish to consider filing some of these with the City's Disclosure Dissemination Agent for further filing with the MSRB:

- 1. "amendment to continuing disclosure undertaking;"
- 2. "change in City;"
- 3. "notice to investors pursuant to bond documents;"
- "certain communications from the Internal Revenue Service;"
- 5. "secondary market purchases:"
- 6. "bid for auction rate or other securities;"
- 7. "capital or other financing plan;"
- 8. "litigation/enforcement action;"
- 9. "change of tender agent, remarketing agent, or other on-going party;"
- 10. "derivative or other similar transaction:"
- 11. "other event-based disclosures:"
- quarterly/monthly financial information;"
- 13. "change in fiscal year/timing of annual disclosure:"
- 14. "change in accounting standard;"
- 15. "interim/additional financial information/operating data:"

- 16. "budget"
- 17. "investment/debt/financial policy;"
- 18. "information provided to rating agency, credit/liquidity provider or other third party;"
- 19. "consultant reports;" and
- 20. "other financial/operating data."

Evidence of the filings for each of the above event notices, when made, shall be maintained on the DAC system, for so long as DAC is the City's Disclosure Dissemination Agent.

Also, if the City maintains an "Investor Relations" website, or routinely posts City member packages, including interim financial information, capital improvement plans, etc. on its website, the City's Chief Financial Officer should review and, in some cases, the DWG should "reissue" the posted material with an explanatory note (e.g., the interim financial information is presented on a cash, as opposed to accrual basis).

G. Third Party Information/Quarterly Disclosure Requirements

Currently, the City is not required to file interim financial information. In the future, if such filings are required in continuing disclosure undertakings, the City's Chief Financial Officer will notify the Disclosure Dissemination Agent for assistance when these filings become necessary.

H. Coordinating Continuing Disclosure with Primary Disclosure

It is expected that the DWG will be responsible for collecting and reviewing information set forth in official statements prepared in connection with new bond offerings.

The "Management's Discussion and Analysis" from the prior year's audited financial statements should be reviewed to ensure that the unaudited information which was provided in that portion of the financial statements is updated.

Careful review of the long-term debt notes in the financial statements and the checking of all bond ratings before each EMMA filing should be made. Measures should be taken to assure information publicly available to investors is accurate.

Coordination between the DWG and the City's website manager is essential before posting of any financial information is made.

I. Website Disclosure

It is expected that the City will be responsible for monitoring website content and reviewing the information set forth on such website. Appropriate "disclaimer" language on the website will be considered in order to educate the viewer in terms of where information intended for investors can be found and the investor's acknowledgement of the limitations of such reliance. Coordination between the DWG and elected officials will occur before the release of any public statements about any financial condition of the City.

J. Training for Employees and Issuer Officials

For City officials, compliance with federal securities law should be considered as important as compliance with local public meetings and records laws. An annual review of the continuing disclosure policies of the City will be attended by each member of the DWG.

Additionally, on-going education will involve guest speakers, webinars and conference attendance, as well as, continuing legal and accounting education courses. Applicable policies and procedures will be updated by the City to reflect such changes on an as- needed basis.

K. Disclosure Dissemination Agent

The SEC has recognized Digital Assurance Certification with the issuance of a "No Action" Letter. A copy of this SEC letter is posted to DAC's website at www .dacbond .com and in Appendix B.

DAC also offers 15-20 hours of CPE credit annually on topics related to municipal securities, in which the City's employees and elected officials may participate. Updated schedules of upcoming webinars are available on www.dacbond.com.

L. Effective Date

This Policy shall become effective immediately.

Appendix A

Continuing Disclosure Agreements and Requirements

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (this "Disclosure Certificate") is executed and delivered by the City of Dalton, Georgia (the "City") in connection with its execution of an intergovernmental contract, dated as of the date of the Bonds (the "Contract"), entered into with the City of Dalton Building Authority (the "Authority") in connection with the Authority's issuance of its Revenue Bonds (Taxable – Recovery Zone Economic Development Bonds – Direct Payment), Series 2010, in the aggregate principal amount of \$5,600,000 (the "Bonds"). The Bonds are being issued pursuant to a bond resolution adopted by the Authority on April 8, 2010 (the "Resolution").

The City covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the City for the benefit of the Holders and Beneficial Owners of the Bonds (together, the "Bondholders") and in order to assist the Participating Underwriter (defined below) in complying with U.S. Securities and Exchange Commission Rule 15c2-12(b)(5). The City acknowledges that the Authority has undertaken no responsibility with respect to any reports, notices or disclosures provided or required under this Disclosure Certificate, and has no liability to any person, including any Bondholder of the Bonds, with respect to U.S. Securities and Exchange Commission Rule 15c2-12(b)(5).

SECTION 2. <u>Definitions</u>. In addition to the definitions set forth in the Resolution, the Contract or parenthetically defined herein, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section 2, the following capitalized terms shall have the following meanings:

"Annual Report" means any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Beneficial Owner" means any person who (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Dissemination Agent" means the Digital Assurance Certification, L.L.C., or any successor Dissemination Agent designated in writing by the City and which has filed with the City a written acceptance of such designation.

"EMMA" means the MSRB's Electronic Municipal Market Access System which became effective July 1, 2009, and receives electronic submissions of the Annual Report on the EMMA website at http://www.emma.msrb.org.

"Fiscal Year" means any period of 12 consecutive months adopted by the governing body of the City as the City's fiscal year for financial reporting purposes. The City's current fiscal year began on January 1, 2010 and will end on December 31, 2010.

"Listed Events" means any of the events listed in Section 5(a) of this Disclosure Certificate.

"MSRB" means the Municipal Securities Rulemaking Board.

"Obligated Person" has the meaning set forth in the Rule.

"Participating Underwriter" means any of the original underwriters of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

"Rule" means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

SECTION 3. Provision of Annual Reports.

- (a) The City will provide, or cause the Dissemination Agent (if other than the City) to provide electronically to EMMA, not later than 180 days after the end of each Fiscal Year, commencing with the report for the Fiscal Year ending December 31, 2010, an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report will be made to EMMA as PDF files configured to permit documents to be saved, viewed, printed and retransmitted by electronic means. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. In such event, the audited financial statements will be submitted promptly upon their availability. If the City's fiscal year changes, notice of such change shall be given in the same manner as for a Listed Event under Section 5(c).
- (b) Not later than 15 business days prior to the date specified in paragraph (a) of this Section 3 for providing the Annual Report to EMMA, the City shall provide the Annual Report to the Dissemination Agent (if other than the City). If the City is unable to provide an Annual Report by the date required in paragraph (a), the Dissemination Agent shall send a notice to EMMA in substantially the form attached as Exhibit A.

(c) The Dissemination Agent shall:

- (i) determine each year, prior to the date for providing the Annual Report, the manner of filing with EMMA; and
- (ii) (if the Dissemination Agent is other than the City) file a report with the City certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided to EMMA.

SECTION 4. <u>Content of Annual Reports</u>. The City's Annual Report shall contain or incorporate by reference the following items:

- (a) The general purpose financial statements of the City for the prior Fiscal Year, prepared in accordance with generally accepted accounting principles as applicable to governmental entities from time to time by the Governmental Accounting Standards Board. Such financial statements will be accompanied by an audit report, if available at the time of submission of the Annual Report, resulting from an audit conducted by an independent certified public accountant or a firm of independent certified public accountants in conformity with generally accepted auditing standards. If such audited financial statements are not available by the time the Annual Report is required to be filed, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the Official Statement relating to the Bonds, and the audited financial statements, together with the audit report thereon, shall be filed in the same manner as the Annual Report when they become available.
- (b) If generally accepted accounting principles have changed since the last Annual Report was submitted pursuant to Section 3(a) hereof and if such changes are material to the City, a narrative explanation describing the impact of such changes on the City.
- (c) Information for the preceding Fiscal Year regarding the following categories of financial information and operating data for the City: (i) its legal debt margin, (ii) its property tax digest, (iii) its millage rates, (iv) its property tax levies and collections, (v) the ten principal taxpayers of the City, (vi) a statement of direct and overlapping general obligation supported debt of the City, and (vii) the anticipated future debt service obligations of the City, all of which shall be consistent with the information contained in the Official Statement relating to the Bonds.

Any or all of the items listed above may be incorporated by specific reference to other documents, including official statements of debt issues with respect to which the City is an Obligated Person, which have been submitted to EMMA or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The City shall clearly identify each such other document so incorporated by reference.

SECTION 5. Reporting of Significant Events.

- (a) The City shall provide, or cause to be provided through the Dissemination Agent, in a timely manner, to EMMA notice of the occurrence of any of the following events with respect to the Bonds, if such event is material:
 - 1. Principal and interest payment delinquencies.
 - 2. Non-payment related defaults.
- 3. Unscheduled draws on debt service reserves reflecting financial difficulties.
- 4. Unscheduled draws on credit enhancements reflecting financial difficulties.

- 5. Substitution of credit or liquidity providers, or their failure to perform.
- 6. Adverse tax opinions or events affecting the tax-exempt status of the

Bonds.

- 7. Modifications to rights of Bondholders.
- 8. Bonds calls which are optional, contingent, or unscheduled.
- Defeasances.
- 10. Release, substitution, or sale of property securing repayment of the Bonds.
- 11. Rating changes.
- (b) Notwithstanding the foregoing, notice of Listed Events described in paragraph (a)(8) and (9) above need not be given under this Section 5 any earlier than the notice (if any) of the underlying event is given to the Bondholders of affected Bonds pursuant to the Resolution.
- (c) The content of any notice of the occurrence of a Listed Event shall be determined by the City and shall be in substantially the form attached as Exhibit B.
- SECTION 6. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.
- SECTION 7. Termination of Reporting Obligation. The City reserves the right to terminate its obligations under this Disclosure Certificate if and when the City no longer remains an Obligated Person with respect to the Bonds within the meaning of the Rule; in particular upon the occurrence of the legal defeasance, prior redemption, or payment in full of all of the Bonds. If the City's obligations under the Contract are assumed in full by some other entity, such entity shall be responsible for compliance with this Disclosure Certificate in the same manner as if it were the City and the City shall have no further responsibility hereunder. If such termination or substitution occurs prior to the final maturity of the Bonds, the City shall give notice of such termination or substitution to EMMA.
- SECTION 8. <u>Dissemination Agent</u>. The City, from time to time, may appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. A Dissemination Agent other than the City shall not be responsible in any manner for the content of any notice or report prepared by the City pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be Digital Assurance Certification, L.L.C.
- SECTION 9. <u>Amendment</u>. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate if:

- (a) such amendment is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the Obligated Person on the Bonds, or type of business conducted;
- (b) such amendment is supported by an opinion of counsel expert in federal securities laws, to the effect that the undertakings contained herein, as amended, would have complied with the requirements of the Rule on the date hereof, after taking into account any amendments or official interpretations of the Rule, as well as any change in circumstances; and
- (c) such amendment does not materially impair the interests of the Bondholders, as determined either by an unqualified opinion of nationally recognized bond counsel filed with the City, or by the approving vote of the Bondholders and the Bond Insurer pursuant to the terms of the Resolution at the time of such amendment.

If any provision of this Disclosure Certificate is amended, the first release of the Annual Report containing any amended financial information or operating data shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being provided. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5 and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 10. <u>Default</u>. If the City fails to comply with any provision of this Disclosure Certificate, any Bondholder's right to enforce the provisions of this undertaking shall be limited to a right to obtain mandamus or specific performance by court order of the City's obligations pursuant to this Disclosure Certificate. Any failure by the City to comply with the provisions of this Disclosure Certificate shall not be an event of default with respect to the Bonds under Section 801 of the Resolution or under the terms of the Contract.

SECTION 11. Duties, Immunities, and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and, to the extent allowed by applicable law, the City agrees to indemnify and save the Dissemination Agent (if other than itself), its officers, directors, employees, and agents, harmless against any loss, expense, and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the City under this Section 11 shall survive resignation or removal of the Dissemination Agent (if other than itself) and payment of the Bonds.

SECTION 12. <u>Beneficiaries</u>. This Disclosure Certificate shall inure solely to the benefit of the Authority, the City, the Dissemination Agent (if other than the City), the Participating

Underwriter, the Bond Insurer and the Bondholders, and shall create no rights in any other person or entity.

SECTION 13. <u>Counterparts</u>. This Disclosure Certificate may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

O A / Date: April 29, 2010

(SEAL)

Exhibit A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer:	The City of Dalton Building Authority
Name of Obligor:	Dalton, Georgia
Name of Bond Issue:	\$5,600,000 THE CITY OF DALTON BUILDING AUTHORITY REVENUE BONDS (TAXABLE – RECOVERY ZONE ECONOMIC DEVELOPMENT BONDS – DIRECT PAYMENT), SERIES 2010
Date of Issuance:	April 29, 2010
to the above-named B	GIVEN that the Obligor has not provided an Annual Report with respect sonds as required by the Continuing Disclosure Certificate executed by the , 2010. The Obligor anticipates that the Annual Report will be
Dated.	[Name of Dissemination Agent]
	Ву:

Exhibit B

NOTICE OF THE OCCURRENCE OF [INSERT THE LISTED EVENT]

Relating to

\$5,600,000

THE CITY OF DALTON BUILDING AUTHORITY REVENUE BONDS (TAXABLE - RECOVERY ZONE ECONOMIC DEVELOPMENT BONDS - DIRECT PAYMENT), SERIES 2010 (the "Bonds")

CUSIP NUMBERS¹:

Notice is hereby given that [insert the Listed Event] has occurred. Describe circumstances leading up to the event, action being taken and anticipated impact.]

This notice is based on the best information available at the time of dissemination and is not guaranteed as to accuracy or completeness. Any questions regarding this notice should be directed to [insert instructions for presenting securities, if applicable].

Notice of a Listed Event constituting defeasance shall include the following:

The City of Dalton (the "City") hereby expressly reserves the right to redeem such refunded or defeased bonds prior to their stated maturity date in accordance with the optional/extraordinary redemption provisions of said defeased Bonds.

OR

The City hereby covenants not to exercise any optional or extraordinary redemption provisions under the Bond Resolution; however, the sinking fund provision will survive the defeasance.

AND

The Bonds have been defeased to	[maturity/the first call date, which is].
This notice does not constitute a notice of	redemption and no Bonds should be delivered to the
Paying Agent as a result of this mailing.	A Notice of Redemption instructing you where to led to days prior to the redemption
Dated:	
	DALTON, GEORGIA
	By: Mayor

No representation is made as to the correctness of the CUSIP number either as printed on the Bonds or as contained herein, and reliance may only be placed on other bond identification contained herein.

Appendix B CUSIPs

Series	Dated Date	Maturity Date	CUSIP
1. 2010	04/29/2010	07/01/2019	235546H D3
2. 2010	04/29/2010	07/01/2030	235546Н Н4
3. 2010	04/29/2010	07/01/2020	235546H E1
4. 2010	04/29/2010	07/01/2016	235546HA9
5. 2010	04/29/2010	07/01/2017	235546H B7
6. 2010	04/29/2010	07/01/2015	235546GZS
7. 2010	04/29/2010	07/01/2022	235546HF8
8. 2010	04/29/2010	07/01/2025	235546H G6
9. 2010	04/29/2010	07/01/2018	235546HCS

Appendix C

Digital Assurance Certification

Securities and Exchange Commission

No Action Letter

Dated September 21, 2001



UNITED STATES SECURITIES AND EXCHANGE COMMISSION WASHINGTON, D.C. 20549

September 21, 2001

Monty Humble, Esq. Vinson & Elkins LLP 3700 Trammell Crow Center 2001 Ross Avenue Dailas, Texas 75201-7700

Re: Digital Assurance Certification L.L.C.

Based on your representations and the facts presented in your letter dated September 7, 2001 (the "Request"), the Division of Market Regulation will not recommend any enforcement action to the Commission against any broker, dealer, or municipal securities dealer (each, a "dealer") for violation of Subsection (c) of Rule 15c2-12 of the Securities Exchange Act of 1934 because the dealer uses the DAC Database as its source of Information in the procedures it establishes in order to have reasonable assurance that it will receive prompt notice of any event disclosed pursuant to paragraph (b)(5)(i)(C), paragraph (b)(5)(i)(D), and paragraph (d)(2)(ii)(B) of Rule 15c2-12 for DAC Bonds.

For purposes of this letter, the "DAC Database" is an Internet-accessible database maintained by Digital Assurance Certification L.L.C. ("DAC") and a municipal security included in the DAC Database is a "DAC Bond." "Information" refers to the Annual Financial Information, Audited Financial Statements, Notice Event notices, and Voluntary Reports, as such terms are used in the Request.

In reaching this position, we note in particular that:

1. Pursuant to a Continuing Disclosure Agreement for a DAC Bond, the issuer or obligated person will name DAC as its exclusive dissemination agent. The issuer or obligated person will agree to provide DAC with the Annual Financial Information and Audited Financial Statements (certified by a designated representative of the issuer or obligated party) by deadlines described in the Agreement and with all Notice Events notices and Voluntary Reports (each certified by a designated representative of the issuer or obligated party) for filing with nationally recognized municipal securities information repositories, state information depositories and/or the Municipal Securities Rulemaking Board (collectively, "Repositories") as required by Rule 15c2-12. DAC will agree to make such filings promptly upon its receipt of the Information.

- DAC will be irrevocably instructed by the issuer or obligated person to file Notice Event notices of failure to file annual financial information with the appropriate Repositories at the times and under the circumstances which you have described in the Request.
- Information in the DAC Database, including Notice Event notices, will be identical to the information DAC files with the Repositories.
- 4. Whenever DAC enters into a Continuing Disclosure Agreement with respect to an issue of municipal securities that is already outstanding, it will use its best efforts to obtain all information with respect to that issue from the Repositories and include that Information in the DAC Database.

This no-action position is expressly conditioned on the current and continuing accuracy of the facts and representations contained in the Request; any different facts or conditions might require a different response. This position is based on current laws, rules, and regulations governing participants in, and the markets for, municipal securities. Any changes in such laws, rules, or regulations may supersede this no-action position or require the Division to reevaluate its position. In addition, DAC shall advise the Division of any material change in its standard form of Continuing Disclosure Agreement or the operations and procedures described in the Request, and, if possible, shall provide such information 30 days prior to any contemplated change, to enable the Division to reevaluate this no-action position in light of such change.

This no-action position is subject to modification or revocation at any time the Division determines that such action is necessary or appropriate. The Division may, from time to time, request that DAC provide it with additional information concerning the DAC Database and the DAC System referred to in the Request.

The position expressed herein is the Division's position on enforcement action only, it does not represent a legal conclusion on the question presented.

Sincerely,

Martha Mahan Haines, Chief Office of Municipal Securities

Digital Assurance Certification ("DAC") Securities and Exchange Commission No Action Letter

CONTRACT FOR CONSTRUCTION OF AIRPORT

AIRPORT PROJECT NO. AP018-9033-37(313) PID - T006634

WHITFIELD COUNTY

LIMITED PARTICIPATION

STATE OF GEORGIA

** DO NOT UNSTAPLE THIS BOOKLET. ENTER ALL REQUIRED INFORMATION EITHER BY HAND OR STAMP.

FULTON COUNTY

THIS CONTRACT made and entered into on ______, by and between the DEPARTMENT OF TRANSPORTATION OF GEORGIA, party of the first part (hereinafter called "DEPARTMENT"), and CITY OF DALTON (hereinafter called "SPONSOR"), who have been duly authorized to execute this Contract.

WITNESSETH:

WHEREAS, the DEPARTMENT and the SPONSOR desire the construction of certain work at a certain airport, and the SPONSOR agrees to contract for all the materials and to perform all work and labor for said purpose, the Project being more particularly described as follows:

REHABILITATE AND OVER AT APRIN PHASE I AN THE LALTON AIRPORT IN DALTON, GA

Now, therefore, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

(1) The work and materials shall be in strict and entire conformity with the provisions of this contract and the plans on Airport Project No. T006634/AP018-9033-37(313), WHITFIELD, prepared (or approved) by the Georgia Department of Transportation and in accordance with the Standard Specifications, 2013 Edition, and the Supplemental Specifications and Special Provisions contained in Attachment A, which are hereby made a part of this Contract as fully and to be the same effect as if the same had been set forth at length in the body of this Contract, and the Federal Aviation Administration's Standards for Specifying Construction of Airports, dated July 21, 2014.

The original plans and specifications are on file at the Office of the Georgia Department of Transportation in Atlanta, Georgia and said plans and specifications are hereby made a part of this Contract as fully and to be same effect as if the same had been set forth at length in the body of this Contract.

(2) At the time of execution of this Contract, the SPONSOR agrees to furnish to the DEPARTMENT, at the expense of the SPONSOR, a complete set of plans and specifications for said project, and to furnish to said DEPARTMENT from time to time on demand by the DEPARTMENT to the SPONSOR all revisions of said plans and specifications.

- (3) This contract is accepted with the express understanding that no person, firm, corporation or governmental agency can increase the liability of the DEPARTMENT in connection herewith, except under written agreement with the DEPARTMENT.
- (4) The DEPARTMENT and the SPONSOR agree that the cost of this Project shall be as follows:

The total estimated cost of the Project is ONE MILLION THREE HUNDRED THIRTY-ONE THOUSAND FOUR HUNDRED THIRTEEN and 50/100 Dollars (\$1,331,413.50). The total estimated cost of the Project as described herein is shown on the Summary of Construction Items in Exhibit A, which is hereby made a part of this Contract as fully and to be the same effect as if the same had been set forth at length in the body of this Contract.

It is further agreed that the DEPARTMENT'S obligation will include state funds in the amount of SIXTY-FIVE THOUSAND FOUR HUNDRED ELEVEN and 00/100 Dollars (\$65,411.00) and federal funds in the amount of ONE MILLION ONE HUNDRED NINETY-EIGHT THOUSAND TWO HUNDRED SEVENTY-TWO and 00/100 Dollars (\$1,198,272.00) for the Project as summarized in Exhibit A. It is further agreed that the maximum amount the DEPARTMENT shall be obligated to pay is the total amount of the state and federal share of the project which is ONE MILLION TWO HUNDRED SIXTY-THREE THOUSAND SIX HUNDRED EIGHTY-THREE and 00/100 Dollars (\$1,263,683.00). However, if the sum total of the actual cost of the Project is less than the amounts indicated in Exhibit A, the DEPARTMENT shall be obligated to pay its pro rata share of the actual project cost as verified from the records of the SPONSOR or actual measured quantities of the items filted 1. It is further understood the SPONSOR'S local share of the project is its the abount of sixty-SEVEN THOUSAND SEVEN HUNDRED THIRTY and 504100 Dollars (\$67,730.00).

It is further understood and agreed that any costs of the total Project that exceed the above estimated Project costs will be the sole responsibility of the SPONSOR.

It is further understood and agreed that any line item in the Summary of Construction Items as shown in EXHIBIT A may be increased or decreased without the execution of a Supplemental Agreement, provided that the DEPARTMENT'S total maximum obligation under this contract is not changed.

Payments by the DEPARTMENT shall be made upon the submission of monthly work progress statements. The payments by the DEPARTMENT for the work completed, as evidenced by the monthly statements, shall be on a prorated basis. These monthly payments will be made in the amount of sums earned less all previous partial payments. Any amounts held by the SPONSOR as retainage will not be paid by the DEPARTMENT until such retainage is paid by the SPONSOR.

Upon completion of the project, the DEPARTMENT will pay the SPONSOR a sum equal to one hundred percent (100%) of the DEPARTMENT'S share of the compensation set forth herein less the total of all previous partial payments made, or in the process of payment.

The SPONSOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the Project and used in support of their proposal and shall make such material available at all reasonable times during the period of the Contract, and for three years from the date of final payment under the Contract, for inspection by the Department and copies thereof shall be furnished if requested.

- 5) The work shall be done in accordance with the Laws of the State of Georgia and to the satisfaction of the DEPARTMENT. It is further agreed that the SPONSOR shall comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project as well as those regulations and requirements included in the Federal Office of Management and Budget Uniform Grant Guidance, 2 CFR Part 200. All construction on this project shall be in accordance and compliance with the 2013 Edition of the Standard Specifications, of the DEPARTMENT, the Supplemental Specifications and Special Provisions included in Attachment A and made a part of this contract and the Standards for Specifying Construction of Airports, dated July 21, 2014, Federal Aviation Administration, hereinafter jointly referred to as the "STANDARDS." The DEPARTMENT reserves the right to refuse payment on any monthly statement presented for work which does not comply with the STANDARDS. The DEPARTMENT reserves the right to withhold the final payment until the project is completed to the DEPARTMENT'S satisfaction and complies with the STANDARDS. The decision of the Chief Engineer upon any question connected with the execution or fulfillment of this Contract shall be final and conclusive.
- (6) The SPONSOR further corenats that it is the owner of fee simple title to the land whether the actual construction of said project is performed, as evidenced by Certificate of Title heretofore furnished to DEPARTMENT:
- (7) It is further understood and agreed that no money derived from motor fuel taxes shall be expended for this project and that for the purposes of this contract a specific allotment of funds has been made, from sources other than motor fuel taxes.
- (8) To the extent allowed by law, the SPONSOR hereby agrees to defend any and all suits, if any should arise as a result of said project, at the entire expense of said SPONSOR, and to pay from the funds of said SPONSOR any and all settlements or judgments that may be made or had under or as a result of such suits.
- (9) To the extent allowed by law, the SPONSOR further agrees to save harmless the DEPARTMENT from any and all claims for any damages whatsoever that may arise prior to or during construction of the work to be done under said project and this contract, or as a result of said construction work whether said damages arise as a result of the actual construction work or from change of grade, change of location, drainage, loss of access, loss of ingress and egress, torts, or any other cause whatsoever; it being the intention of this Contract to save harmless the DEPARTMENT from any claim that could or may arise as a result of construction of said project.
- (10) The SPONSOR further agrees that, at its own cost and expense, it will maintain said project in a manner satisfactory to the DEPARTMENT and said SPONSOR will make provisions each year for such maintenance.

- (11) It is agreed by the SFONSOR that time is of the essence in the completion of this project and that the obligation of the DEPARTMENT is made in the interest and for the public welfare. Therefore, the SPONSOR shall perform its responsibilities for the project until the maximum allowable cost to the Department is reached or until NOVEMBER 30, 2019, whichever comes first.
- (12) To the extent applicable, the SPONSOR certifies that it is in compliance with O.C.G.A § 36-70-20 et seq., and is not debarred from receiving financial assistance from the State of Georgia. Also, the SPONSOR certifies that the funds to be used on the project are consistent with applicable Service Delivery Strategy.
- (13) For land purchased for airport development purposes, the SPONSOR will, when the land is no longer needed for airport purposes, dispose of such land and make available to the DEPARTMENT an amount equal to the DEPARTMENT's original monetary participation in the land purchase. Land shall be considered to be needed for airport purposes under this provision if (a) it may be needed for aeronautical purposes (including runway protection zones) and (b) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport.
- (14) In accordance with the provisions of Section 36-81-7 of the Official Code of Georgia Annotated, the SPONSOR will provide certification of compliance with state audit requirements as described in Exhibit B which is hereby made a part of this Contract as if fully set out herein.
- (15) Pursuant to O.C.G.A. lec 50.5-85 SPONSOR nameby certifies that it is not currently engaged in and agrees that for the duration of this contract, it will not engage in a boy of Israel.
- (16) In accordance with the provisions of Section 13-10-91 of the Official Code of Georgia Annotated, the SPONSOR will provide certification of compliance with the Georgia Security and Immigration Compliance Act as described in Exhibit C which is hereby made a part of this Contract as if fully set out herein.
- (17) It is FURTHER AGREED that the SPONSOR shall comply and require its contractors, subcontractors and consultants to comply with the requirements of Executive Order No. 13513, Federal Leadership on Reducing Text Messaging while driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009.

IN WITNESS WHEREOF, the DEPARTMENT has caused these presents to be executed by the COMMISSIONER of said DEPARTMENT, who has been duly authorized, and by the MAYOR of the CITY OF DALTON, who has been duly authorized by the CITY OF DALTON, who have hereto set their hands this day and year hereafter written.

		DATE:	
Commissioner	(SEAL)		
		MAYOR	
		PRINTED NAME	
ATTEST: Treasurer			
Tieasurer		This contract approved by	
		CITY OF DALTON	
		at a meeting held at:	
		Clerk (SE	:AL)
		Federal ID/IRS	#

DALTON AIRPORT DALTON, GEORGIA

EXHIBIT A

SUMMARY OF CONSTRUCTION ITEMS

GDOT PROJECT NUMBER: AP018-9033-37(313) Whitheir Projects Number:

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Project Formelation EM Figure Services		and Sanda, Series										
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1 Nobel Inchested 1 1 1 1 1 1 1 1 1	4	AC-5100-380	DRE Class Underto	2	9450			16.19	45	8 505 00	×	
Construction Eff. 5 2,100,00 5 2,100,00 5 5 5		FAA M-101	Mobilization	SI	Ħ	47,50		9606	95	42,750.00	1861	\$ 2,375.00
Configurate and Remove triet Sediment, Trape Configurate and Remove triet Sediment (Remove triet Sediment) Configurate Angulating December Statistical Exametion	N)	GDOT-163-03D0	Construction Edit	EA	*1			9006	55	1.890.00	H	\$ 105,00
200 Transport or 19th Faceo, Type C		SDOT-169-0550	Construct and Remove Inlet Sediment Trap	ž	•		*	808	-54	2,430,00		
1.1 Experiment Remarked Re	^	GDOT-171-0090	Temporary 58t Foaco, Type C	2	929		45	3606	s	5,985.00		
1 Unclearified Enzawatern Total Peer 1 Total Peer 2 S S S S S S S S S	00	GDOT-610-2700	Remove Concrete	57	1650		\$	308		11,288,00	П	
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1,1 Unclearified Exervetion 2	Part 2 Feet	und Pends - PYIS										2
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Providend Comment Co	11	GDOT-303-1000	lags, Subbase, and Shoulder	ÌS	26500		-50	308		65,587,50	۲	
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FAA P-605-5.1 Shuminous Test Coef. Section Secti	31	SDOT-402-3130	Recycled Asphaltic Concrete 19MM Superpane Binder Douns, Group I, Including Bitambrous Materials and Hydrated Line (2" Norman Thickness)	NOT	3275		40	908		212,220,00	×	\$ 11,790.00
FAA P-620-5.1 Permanent Pevernent Marking, Reflective Whithe (Type I Beauch) SF 320 \$ 2.50 \$ 800.00 \$ 5 5,75.00 \$	93	FAA P-609-5.1	Bituminous Teck Coet	GAL	3500		45			31,50	**	
FAA PGD-5.1 Permanent Previount Marking, Non-Ballwith Vallow SF 2300 \$ 2.25 \$ 5,75.00 9056 \$ FAA PGD-5.1 Permanent Previount Marking, Reflective Yellow (Type I Boards) SF 2200 \$ 5,700.00 9076 \$ FAA T-400-5.1 Searching AC 1 \$ 3,000.00 \$ 3,000.00 \$ 3,000.00 \$	17	FAA P-620-5.1	Pertnessent Percent Murking, Reflective Wilde (Type I Seads)	抜	320		\$		\$	720.00	28	\$ 40.00
FAA P-20-5-1 Permanent Privative, flatfactive Yellow (Type I Boards) SF 2200 \$ 5,700.00 90% \$ FAA T-40-6-4 Seading SF 3,000.00 90% \$	15	FAA P-620-5-1	Permanent Payement Marking, Next-Ballacitive Yellow	lis.	2300		\$		*	4,657.30	265	\$ 256.75
FAA 7-4008-8.1 Seedling 8.000.00 \$ 3.000.00 \$ 3.000.00 \$	61	FAA P-620-5.1	Permanent Pevennent Marking, Paffective Yellow (Type I Beads)	ы	2280		47		\$	5,130.00	386	\$ 285.00
	22	FAAT-908-5.1	Seeding	YC.	1	\$ 3,000,00	\$ 3,000.00	9606	\$	2,700.00	356	\$ 150.00

DALTON AIRPORT DALTON, GEORGIA

EXHIBIT A

SUMMARY OF CONSTRUCTION ITEMS

GDOT PROJECT NUMBER: APO18-8033-57(313) Whitheld PRJ-17050634

	Ė	Consegue	SCIENT TOWN	TARKS.	*	A010 (400)	3	STATE BINDS
5.1 Sodding	3	375	\$ 18.00	٠ <u>٠</u>	206	\$ 6,075,00	酱	\$ 387.50
PAA T-808-5.1 Top soffing (Obtained Off Sha)	ប	S	\$ 50.00	\$ 2,500,00	906	\$ 2,250,00	×	\$ 125,00
FAA T-808-5.1 Melching	AC	1	\$ 2,800.00	\$ 2,800,00	90%	\$ 2,520.00	20%	\$ 1.40.00
AC 150/5360-13 Apren The Down	2	24	\$ 500.00	\$ 12,000,00	9006	\$ 10,800.00	20%	\$ 600,00
AC-5100-380 Construction Administration Services	2	36558	\$ 1.00	\$ 36,558,00	90%	\$ 52,902.20	36	\$ 1,827.90
AC-5100-380 Construction Inspection/RPR Services	3	87718	\$ 1.00	\$ 37,738.00	90%	0Z.3946.20	*	\$ 1,885.90
AC-5100-38D Materials Testing Services	E4	24568	\$ 1.00	\$ 24,568,00	90%	\$ 22,111,20	36	\$ 1,228.40
AC-5100-580) Record Orawings & Engineers Final Report	EA	4289	\$ 1.00	\$ 4,289.00	30%	\$ 8,560.10	×	\$ 254.23
Tabel	mr.3			\$ 546,784,48		\$ 452,106.00		\$ 27,305.00
Total Project	Cost			\$ 1,381,413.56		\$ 1,198,272.80		\$ 65,411.90
5100-9 5100-9 5100-9 5100-9 5100-9 5100-9	Sodding Sodding Top softing (Obtained Off She) Melching Agren Te Down Construction, Administration Services Construction Inspection/RPR Services Melching Toping Services Melching & Engineers Final Report Tools	Southing Southing Southing Top softing (Stelland Off Sha) Medicing Medicing Agrent Ten Down Construction Administration Services Construction Inspection/RPR Services Materials Topking Services Materials Topking Services Topking & Engineers Final Report Topking Coeff	Sodding Soddin	Soddling UNITY PRIS Soddling SY 975 \$ Name and Printing Structured Configuration of Structu	Sodding UNITY PRICE TOT SY 375 \$ 14.00 \$ 100.00 \$ 100.00 \$ 14.	Sodding Unitry Rice TOTAL Sodding \$7 315 \$ 150.00 \$ 6,750.00 Tops soffing (bisiding) of fish) C7 \$0 \$ 150.00 \$ 6,750.00 Method (bisiding) of fish) AC 1 \$ 2,800.00 \$ 2,800.00 Agreen Tie Down EA 24 \$ 2800.00 \$ 12,000.00 Construction (Aprille) activities EA \$ 36558 \$ 1.00 \$ 36,558.00 Construction (Aprille) Toping Services EA \$ 37718 \$ 1.00 \$ 36,558.00 Materials Toping Services EA \$ 37718 \$ 1.00 \$ 36,558.00 Materials Toping Services EA \$ 37718 \$ 1.00 \$ 36,558.00 Materials Toping Services EA \$ 37718 \$ 1.00 \$ 36,558.00 Materials Toping Services EA \$ 37718 \$ 1.00 \$ 36,558.00 Materials Toping Services EA \$ 37718 \$ 37718.00 \$ 36,558.00 Materials Services EA \$ 37718 \$ 36,558.00 \$ 36,558.00 Materials Servic	Soddbing UNRTY PRICE TOTAL % PEDEBRIA Soddbing SY 375 \$ 18.00 \$ 6,750.00 500% \$ Mediching CY SO \$ 18.00 \$ 2,800.00 500% \$ Agreen Teaching Teaching Services EA 24 \$ 2800.00 \$ 00% \$ 12,000.00 500% \$ 1 Construction Inspection/RPR Services EA 36558 \$ 1.00 \$ 36,538.00 90% \$ 9 Metabrish Teating Services EA 37718 \$ 1.00 \$ 36,538.00 90% \$ 9 Metabrish Teating Services EA 37718 \$ 1.00 \$ 27,738.00 90% \$ 9 Record Orrewing & Engineers Final Report EA 4289 \$ 1.00 \$ 27,738.00 90% \$ 2 Record Orrewing & Engineers Final Report FA 4289 \$ 1.00 \$ 24,289.00 90% \$ 429 Record Orrewing & Engineers Final Report Total Project Cone EA 4289 \$ 1.00 \$ 1,00 \$ 1,00 \$ 1,00 \$ 1,00	Sodding UNITY PRICE TOTFAL \$5 TOTFAL \$5

FAA Pederal Great see FAIN &	Federal Aurend Date	Amount	Presed Secure
9-13-58-C14-2014	5/14/2014	Q0'991'96Z \$	
3-13-506P-016-2015	5/1/2013	\$ 590,000,000	22255
9-13-50GP-020-2017	6/31/2017	\$ 462,105.0	22139
PY18 State		\$ 65,411.0	0.1161
Total Mechanic Chilgration of State and Federal Pands t	ad Federal Pands this Contract:	0'C19'E9E'T \$	

EXHIBIT B

CERTIFICATION OF COMPLIANCE WITH STATE AUDIT REQUIREMENT

whose address is, and it is also certified that:	
The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relatin	g to
the "Requirement of Audits" have been complied with in full such that:	
(a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$175,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.	
(b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.	
(c) The governing authority of each level unit of government having expenditures less than \$1.5,000,00 in that government's most recently ended fiscal year may elect to provide for and cause to be reade, in the of the biennial audit, an annual report of agreed upon procedures for that fiscal year.	
(d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.	
Date Signature	



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	City of Dalton	
Solicitation/Contract No./ Call No.	T006634/AP018-9033	-37(313) Whitfield
or Project Description:	Rehabilitate and Over GA	lay Apron Phase I at the Dalton Airport in Dalton,
	CONTRACTOR	AFFIDAVIT
By executing this affidavit, the	ne undersigned contractor vo	erifies its compliance with O.C.G.A. § 13-10-91, stating
affirmatively that the individual, entity	or corporation which is eng	aged in the physical performance of services on behalf of the
		rized to use and uses the federal work authorization program
		gram, in accordance with the applicable provisions and
leadlines established in O.C.G.A. § 13-	·10 -9 1.	
<u> </u>		use the federal work authorization program throughout the physical performance of services in satisfaction of such
contract only with subcontractors who	present an affidavit to the co	entractor with the information required by O.C.G.A. § 13-10-
91(b). Contractor hereby attests that	its federal work authoriza	ation user identification number and date of
authorization are as follows:		
46948		7/10/2007
Federal Work Authorization User Identi (EEV/E-Verify Company Identification		Den of Authorization
City of Dalton		
Name of Contractor		
I hereby declare under penalty of per foregoing is true and correct	jury that the	
Printed Name (of Authorized Officer of	Agent of Contractor)	Title (of Authorized Officer or Agent of Contractor)
Signature (of Authorized Officer or Age	ent)	Date Signed
SUBSCRIBED AND SWORN BEFOR	E ME ON THIS THE	
SUBSCRIBED AND SWORN BEFOR	E ME ON THIS THE	

My Commission Expires: ___

Department of Transportation State of Georgia

OCTOBER 16, 2017

SPECIAL PROVISIONS

AIRPORT PROJECT NO. T006634/AP018-9033-37(313) WHITFIELD REHABILITATE AND OVERLAY APRON PHASE I AT THE DALTON AIRPORT IN DALTON, GA

S.P. CODE	SPECIAL PROVISIONS DESCRIPTION
108-1-01-SP	Prosecution and Progress
109-1-01-SP	Measurement and Payment



DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

SPECIAL PROVISION

Section 108—Prosecution and Progress

Retain Subsection 108.03 except as modified below:

For this Project, the Progress Schedule required by Subsection 108.03 need not be submitted.



DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

SPECIAL PROVISION

Section 109—Measurement & Payment

Delete the first sentence of Subsection 109.07.A, paragraph one, and substitute the following:

A. General: On the tenth day of each calendar month, the total value of Items complete in place will be estimated by the Engineer and certified for payment.



DALTON PUBLIC WORKS DEPT. Benny Dunn, Director

P.O. Box 1205
Dalton, GA 30722-1205
Ph: 706-278-7077
Fax: 706-278-1847
bdunn@cityofdalton-ga.gov



MAYOR
DENNIS MOCK

CITY COUNCIL
DENISE A. WOOD
WILLIAM T. O'GWIN
GARY CREWS
TYREE GOODLETT

TRAFFIC CONTROL CHANGE

Type:	No Parking – This Side of Street
Location:	Inner loop of Red Hill Drive and Loma Lane located in Red Hill Subdivision (east side of Red Hill Drive on west side of subdivision, south side of Loma Lane, and west side of Red Hill Drive on east side of subdivision; see attached map)
Comments:	When vehicles are parked along both sides of the above referenced streets, it makes maneuverability through the streets difficult for emergency vehicles (fire trucks and ambulances) and public works trucks since the street widths are 24' or less. This presents a potential public/life safety issue if an emergency vehicle is unable to reach its destination due to vehicles parked on both sides of the road at the same location since it could render the street impassable. The Dalton Fire Department has previously observed situations in which these locations are almost impassable and have recommended this traffic control change. Once the Traffic Control Change is approved, the Public Works Traffic Division will post "No Parking – This Side of Street" signs to prohibit on-street parking in the areas described above.
	Mayor's Signature:

11/6/2017

Traffic Control Change - Red Hill Drive and Loma Lane (Red Hill Subdivision)



Andrew Parker

From:

Alex Rice

Sent:

Wednesday, September 27, 2017 9:03 AM

To: Cc: Andrew Parker Benny Dunn

Subject:

Fwd: Red Hill Dr.

Sent from my iPhone

Begin forwarded message:

From: Donnie Blankenship < DBlankenship@cityofdalton-ga.gov>

Date: September 27, 2017 at 8:51:06 AM EDT **To:** Alex Rice <<u>ARice@cityofdalton-ga.gov</u>>

Subject: Red Hill Dr.

I would like to request that we add no parking to one side of the street on Red Hill Dr. Residents are parking on both sides of the street making it impossible for our apparatus to maneuver down the street which could be catastrophic during an emergency.

Thanks,
Donnie Blankenship
Code Enforcement Officer
Dalton Fire Department
Office: 706-278-7363

dblankenship@cityofdalton-ga.gov

CITY OF DALTON, GEORGIA



CONTRACT DOCUMENTS

For

PROJECT:

2017 Off-System Safety Program – Pavement Markings and RPMs
VARIOUS CITY STREETS
DALTON PROJECT NO. PW-2017-OSSP

CITY OF DALTON PUBLIC WORKS DEPARTMENT
PO BOX 1205
DALTON, GEORGIA 30722

CONTRACT
THIS AGREEMENT made this the6 th day ofNovember, 2017, by
and between the CITY OF DALTON, GEORGIA, hereinafter called "Owner"
and Peek Pavement Marking, LLC
a contractor doing business as an individual, a partnership, or a corporation* of the City
of <u>Columbus</u> , County of <u>Muscogee</u> , and State of <u>Georgia</u>
hereinafter called "Contractor".
WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees to commence and complete the construction of the project entitled: 2017 OFF-SYSTEM SAFETY PROGRAM – PAVEMENT MARKINGS AND RPMS VARIOUS CITY STREETS – DALTON PROJECT NO. PW-2017-OSSP
hereinafter called the "Project", for the sum of \$\frac{\$313,952.50}{}\$ Dollars (three hundred thirteen thousand nine hundred fifty two dollars and fifty cents) and all extra work in connection therewith, under the terms as stated in the Contract Documents, and at his (its or their) own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the proposal, the General Conditions of the Contract, the specifications and contract documents therefore as prepared by the Owner and as enumerated in Paragraph 2 of the General Conditions, all of which are made a part hereof and collectively constitute the Contract.
The Contractor hereby agrees to commence work under this contract before December 31, 2017 upon issuance of written "Notice to Proceed". All project work shall be fully complete by April 30, 2018, which shall serve as the final completion date. Failure to

31, 2017 upon issuance of written "Notice to Proceed". All project work shall be fully complete by April 30, 2018, which shall serve as the final completion date. Failure to begin work during the 2017 calendar year will result in the City losing critical grant funding for this project. Should the contractor fail to commence physical work on the project in 2017, the City shall have the right to terminate the contract without liability to the contractor and the City. Bidders must agree to pay as liquidated damages the sum of \$500.00 per each consecutive calendar day after April 30, 2018 for unfinished work as hereinafter provided in the General Conditions under "Time of Completion and Liquidated Damages."

*Strike out inapplicable terms.



CONTRACT (Continued)

The Owner agrees to pay the Contractor in current funds for the performance of the contract, subject to additions and deductions as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in "Payments to Contractor," of the General Conditions.

IN WITNESS WHEREOF, the parties to those presents have executed this contract in five (5) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

ATTEST:	CITY OF DALTON, GEORGIA	
City Clerk	Ву:	SEAL
Witness	Title	
ATTEST:	Peek Pavement Marking, LLC	
Secretary	Ву:	SEAL
Witness	Title	
Secretary of Owner should attest. If C	ontractor is corporation, secretary should	l attest.
Give proper title of each person execu	iting contract.	
		·

0200-17



Bid Proposal Form - Dalton Project No. PW-2017-OSSP

ITEM	1	Oposar F	UNIT	n Project No. PW-2017-OSSP	
NUMBER	QUANTITY	UNIT	PRICE	ITEM DESCRIPTION	TOTAL
150-1000	1	LS	10,000.00	Traffic Control	10,000.00
653-0100	10	EA	400.00	Thermoplastic Pvmt. Marking, RR/Hwy Crossing Symbol	4,000.00
653-0110	16	· EA	60.00	Thermoplastic Pvmt. Marking, Arrow, TP 1	960.00
653-0120	236	EA	65.00	Thermoplastic Pvmt. Marking, Arrow, TP 2	15,340.00
653-0130	10	EA	100.00	Thermoplastic Pvmt. Marking, Arrow, TP 3	1,000.00
653-0210	2	EA	100.00	Thermoplastic Pvmt. Marking, Word, TP 1	200.00
653-0220	63	EA	100.00	Thermoplastic Pvmt. Marking, Word, TP 2	6,300.00
653-0240	15	EA	100.00	Thermoplastic Pvmt. Marking, Word, TP 4	1,500.00
653-PX	2	EA	100.00	Thermoplastic Pvmt. Marking, Word, "Ped-Xing"	200.00
653-1704	3560	LF	6.00	Thermoplastic Solid Traffic Stripe, 24 In., White	21,360.00
653-1804	7340	LF	2.00	Thermoplastic Solid Traffic Stripe, 8 In., White	14,680.00
653-2501	23	LM	1,850.00	Thermoplastic Solid Traffic Stripe, 5 In., White	42,550.00
653-2502	48.5	LM	2,100.00	Thermoplastic Solid Traffic Stripe, 5 In., Yellow	101,850.00
653-4501	5.5	GLM	1,470.00	Thermoplastic Skip Traffic Stripe, 5 In., White	8,085.00
653-4502	6.25	GLM	1,470.00	Thermoplastic Skip Traffic Stripe, 5 In., Yellow	9,187.50
653-6004	430	SY	4.00	Thermoplastic Traffic Striping, White	1,720.00
653-6006	80	SY	4.00	Thermoplastic Traffic Striping, Yellow	320.00
654-1001	3260	EA	3.50	Raised Pavement Markers, TP	11,410.00
654-1003	745	EA	3.50	Raised Pavement Markers, TP	2,607.50
657-1085	3795	LF	5.00	Preformed Plastic Solid PVMT MKG, 8 IN, Contrast (Black-	18,975.00
657-3085	220	GLF	3.50	White), TP PB Preformed Plastic Skip FVMT MKG, 8 IN, Contrast (Black-	770.00
657-3086	775	GLF	3.50	White), TP PB Preformed Plastic Skip PVMT MKG, 8 IN, Contrast (Black-	2,712.50
557-5002	300	SY	30.00	Yellow), TP PB Preformed Plastic Pavement Marking, Yellow TP PB	9,000.00
557-6085	5845	LF	5.00	Preformed Plastic Solid PVMT MKG, 8 IN, Contrast (Black- Yellow), TP PB	29,225.00
			944	Total Bid Proposal	\$313,952.50

City of Dalton 2017 Additional LMIG Off-System Safety Project Project Report/Summary Sheet

NO:	STREET	FROM	то	Overall Segment Length (Miles)	Description of Worl
1	Broadrick Drive	Old Chattanooga Rd	W Waugh Street	0.888	
2	Chattanooga Ave	North Bypass	Tyler Street	1.342	
3	Dantzler Ave	Undwerwood Street	Roan Street	0 214	
4	East Franklin Street	Glenwood Ave	Ralroad Street	0.177	
5	Emery Street	Thornton Ave	Tibbs Rd	1.245	
6	Fredrick Street	Underwood Street	East Morris Street	0.559	
7	Grimes Street	Roan Street	East Morris Street	0.716	
8	Hamilton Street	Ogburn Street	Brickyard Road	4.733	
9	Hawthorne Street	Paige Street	Marble Street	0.837	
10	Jones Street	Cascade Street	Crawford Street	0.789	The war endeatie
11	Legion Drive	Glenwood Ave	Veterans Drive	0.456	Thermoplastic
12	Mitchell Street	Vetrans Drive	Glenwood Ave	0.541	Pavement Markings Preformed Plastic
13	Morningside Drive	Vetrans Drive	Glenwood Ave	0.502	
14	North Grade Drive	Martin Luther King Blvd	Roan Street	0.073	Pavement Markings
15	North Tibbs Rd	Shugart Rd	HWY 41	1.239	and RPMS as per the
16	Riverbend Drive	VD Parrott Jr Pkwy	Dead End	0.565	summary of quantities sheet
17	Selvidge Street	Tyler Street	Gordon Street	0.619	attached
18	Shugart Road	Tibbs Rd	HWY 41	0.998	attached
19	South Grade Drive	Martin Luther King Blvd	Pinehill Road	0 565	
20	Thornton Ave	North Dalton Bypass	Threadmill Road	3.654	
21	Tibbs Rd	Walnut Ave	Emery St	0.398	
22	Tyler Street	Elm Street	Glenwood Ave	0.101	
23	Tyler Street	Clark Street	Boundary Street	0.100	
24	Underwood Street	Spencer Street	North Dalton Bypass	2.363	
25	Valley Drive	W Crawford Street	W Walnut Ave	0.683	
26	Veterans Drive	North Bypass	Underwood Street	1.367	
27	Walston Street	Moice Drive	West Waugh Street	0.694	
			Total	26.418	1

2017 City of Dalton - OSSP Project - Pavement Markings and RPMs Summary of Quantitles

			Carbegory:						Unes							Symbols (Each	4	H		Words (Each)	nch)		Hatch	Hatching (SV)	RPMAS (Each	(Each)
NO:	FROM	Д	Length (Miles)	5" Solid Yellow (LM)	5" Solid White (LM)	5" Sidp White (GLM)	5"Skip Yellow (6" Pref. Plast. Solid 8 White (LF)	8" Prof. Plact. Solid B yellow [LF]	8" Pref. Plast. White: SAIP (GLF)	9" Pref. Plast. Yedbox Sidp (GLF)	Pref. Plast. Pave. Mark. Cont. (Black-Yellow) (SY)	a" Solid White	24" Solid White	TP 1	TP 2 Arrow TP 3 Arrow		141	1	4	Ped X	"Drad	Yellmu	White	Ē	É
															T	-	Ш	H	4	t						
Brauchick Orive	Old Chattanoogy, Bd	W Waugh Speed	0.888	1.87	90'0	7.00	000	000	U.RD	00	00		321	171	-	402		0	-	-	c	-	0.00	900	130	2
Chattangoga Ave	North Bypass	Tyler Street	1.342	3.11	1.35	0.09	0.73	0.00	0.00	0.0	0.0	0.0	170	69	-	16	0	┝	-		-	-	000	30 31	8	2
Dantzler Ave	Undwarwood Street	Roant Street	0,214	38.0	0.36	0.00	0,00	000	080	0.0	970	0.0		æ	0	0		0	╀	-		-	000	33.33	×	1
East Franklin Street	Slanwood Ave	Rahmad Street	0,177	0.31	0.29	0.00	000	000	000	00	90	0.0	-	43	-					F		Į.	3	1000	96	•
5 EmeryStrees	Thomason Ave	Tibbs Rd	1245	2.74	7.27	1.07	0.00	000	000	00	00	0.0			,	, ,	,		1	+			000	aran a		1
Fradrick Street	Underwood Street	East Morris Street	0.559	0.98	0.49	0.02	0,00	000	000	Q.U	90	00	757	28	,	4 6		H	+	0 6			0.00	O'DO	21.0	3
Grmes Street	Roan Streak	East Morris Street	0,716	175	1000	0000	0.80	000	000	000	90	D.O	157	22		4 -	,	, ,	ł	+		ŀ	900	Diam.	8 2	1
Hamilton Street	Ogburn Street	Britisyard Road	4,733	6.41	0.12	0.00	ЮО	000	000	0.0	0.0	90	-	350	6	=			1	,			2	0.00	200	1
Hawthorne Stree,	Pales Street	Marble Street	0.837	1.61	1,15	B,00	00'0	000	000	a.p	(a.t)	0.8	-	146			, ,	1	1	, ,			3	800	2	8
Jones Street	Casarde Street	Crawford Street	0.789	111	0.83	0.24	0,00	00'0	000	0.0	00	0.0	556	153	, -	4	, -	, ,		-			000	153.00	8	1
Legin Drive	Skinwaod Ave	Wetorana Driva	0,456	0.89	0.05	0.03	0.57	8.00	000	0.0	d.D	0.0	e	74	0			H	╀		, .	,	8	9000	8 5	1
Mitchell Street	Vetrans Drive	Glenwood Ave	0.541	66.0	0.17	0.00	000	0.00	000	00	00	070		*			-		-	-	-		88	900	8 8	1
Marringsale, Drive.	Vebane Drine	Glenwood Ave	0.503	29'0	0.68	0.00	000	0,00	000	0.0	000	0.0	0	13	0			0	-		-		000	900	8 2	9
North Grade Drive	Murtin Luther King Blvd	Roun Street	0.073	0.15	0.00	0.00	000	0.00	000	0.0	ac	0.0	212	18	0		٥	0	0	0	0		000	000	9	0
North Tibbs Rd	Shupart Rd	HWY 4X	1,239	230	0.45	0.03	1.70	877,00	87/00	OTO	00	0.0	0	138	0	13		0	0	9	0	0	90'0	0.00	152	۰
Riverbend Drive	IVD Parrolt Jr Pleny	Dead End	0.565	1.03	1.08	0.04	000	0.00	0.00	0.0	0.0	900	196	E	0	0	0	0	~	0	6		900	0.00	5	٩
Sahridge Street	Tyler Street	Gordon Street	0,619	101	ar.18	0.04	0.03	00'0	000	000	0,0	0/0	597	173	0	115		1	-	~	2	٥	000	26.00	3	2
Shugart Road	Tibbs Rd	HWY 41	0,998	1.98	2.10	1.99	1.16	0.00	00'0	0.0	0.0	00	1238	90%	4	3E	-	0	0	0	٥		90.00	00'58	130	Ē
South Grade Drive	Martin Luther Xing Blvd	Pinefulf Road	0.565	1:00	00:0	000	00'0	0000	0.00	0.0	0.0	0.0	0	356	-	0	0	0	2	0	0	٥	0,00	000	99	-
Thornton Ave	North Delton Bypass	Threadmill Boad	3.654	2.04	5.88	1.86	0.00	2915.00	4195.00	220.0	0.0	296.0	006	924	7	68	2	0	٥	٥	٥	۰	0.00	000	95	308
21 Tibles Rd	Walnut Ave	Emery St	0.398	0.77	0,11	200	000	000	000	0.0	0,0	0.0	0	25		30	9	0	-	0	٥	٥	0,00	000	33	40
Tyler Street	Brn Street	Glenwood Ave	0,101	0.20	000	0.00	000	000	0.00	0.0	C.D	000	٥	0	B	0	٥	0	0	0	0	٥	0.00	000	=	0
Tyler Street	Clark Street	Boundary Strust	0.300	0.70	90'0	00:0	000	0.00	00'0	00	0.0	000	٥	56	0	0	0	0	0	0	٥		0.00	000	14	٥
Underwood Street	Spender Street	Morth Dalton Bypass	2.363	4.24	275	90'0	0.31	000	0.00	000	0,0	000	823	335	0	118	0	0	0	0	0	0	000	35.00	192	19
Valley Drive	W Crawford Street	W Walnut Aper	0,683	1.25	1.29	000	00:0	000	0.90	0.0	9/0	0.0	134	96		~	3	0	×	-	0	٥	0.00	24.00	2	100
26 Veteranii Drive	North Bypass	Underwood Street	1.367	2,40	0.57	0.00	1.92	000	230,00	0.0	0.177	00	299	159	0	17	-	٥	0	0	٥	0	000	25.00	158	20
27 Willston Street	Molce Drive	West Waugh Street	n.694	1.33	00:0	000	000	000	00'0	000	90	0'0	0	74	0	0	0	0	~	0	۰	٥	000	900	20	-
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